



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**



July 31, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT WITH THE CITY OF CERRITOS FOR USE OF A  
SOLID COLORED FORD CROWN VICTORIA SEDAN  
(FOURTH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair of the Board to sign an agreement with the City of Cerritos, at no cost to the County, for the use of a 2007 Ford Crown Victoria solid colored police sedan, effective upon your approval and terminating in six years or when mutually agreed upon.
2. Approve the County to indemnify and defend the agency from all liability arising out of the County's use of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The Los Angeles County Sheriff's Department (Department) will provide repairs and maintenance service for the vehicle.
3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Mr. Art Gallucci, City Manager, City of Cerritos, 18135 Bloomfield Avenue, Cerritos, California 90703, for the generous loan and use of this vehicle.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Cerritos has purchased a 2007 Ford Crown Victoria solid colored police sedan, Vehicle Identification Number 2FAFP71W87X124679, for exclusive use by Department personnel assigned to the City of Cerritos Directed Patrol Team.

*A Tradition of Service*

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### Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2 of Service Excellence and Workforce Excellence. The donated sedan will enhance both the quality and productivity of services provided by the Directed Patrol Team.

### FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. The City of Cerritos will hold legal title. All liability insurance will be provided and paid for by the Department. These costs will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the Department.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six years. However, the vehicle will be returned to the City of Cerritos when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the Department and City of Cerritos have mutually agreed upon the termination of this Bailment and five (5) days advance written notice for the return of the vehicle is given.

### CONTRACTING PROCESS

See the attached Bailment Contract for detailed information.

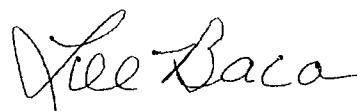
### IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

### CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and the agreement to the Communications and Fleet Management Bureau, Attention: Sandra Engelbart, OAll, 1277 North Eastern Avenue, Los Angeles, California 90063.

Sincerely,



LEROY D. BACA  
SHERIFF

## BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this 31<sup>st</sup> day of JULY by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the "City of Cerritos" hereinafter called "City of Cerritos."

1. **Bailment of Property:** City of Cerritos hereby bails a 2007 Ford Crown Victoria solid colored sedan, Vehicle Identification Numbers 2FAFP71W87X124679 which is hereby referred to as the "Vehicle."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate in six years or when mutually agreed upon by giving the COUNTY five (5) days advance written notice for the return of the Vehicle and the Vehicle has been redelivered to the City of Cerritos within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to the City of Cerritos. COUNTY has the right to inspect said Vehicle prior to acceptance. City of Cerritos shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

4. COUNTY agrees to indemnify and defend City of Cerritos from any and all liability, losses, or damages City of Cerritos may suffer and from any claims, demands, costs, or judgments against the City of Cerritos arising out of COUNTY's use or operation of City of Cerritos' Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Titles to the property are, and shall at all times remain in the name of City of Cerritos. The property shall not be transferred or delivered to any persons other than City of Cerritos without City of Cerritos' prior written consent. Neither shall this Agreement nor the Bailment created hereby be assigned by COUNTY, either by act or by operation of law.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Vehicle shall be at no cost.

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7. **Inspection by County:** COUNTY agrees to allow City of Cerritos to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. COUNTY shall provide City of Cerritos with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as City of Cerritos or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by the City of Cerritos to the COUNTY and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to City of Cerritos at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the equipment except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle. In the event of damages to the Vehicle, COUNTY shall notify City of Cerritos to that effect and follow such instructions that City of Cerritos may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to City of Cerritos' agreement as to such condition), COUNTY shall properly notify the City of Cerritos thereof and hold any wreckage for disposal by City of Cerritos. With respect to any loss, theft or damage to the Vehicle, COUNTY and City of Cerritos shall negotiate the value for a comparably equipped Vehicle in a condition similar to the lost, stolen, or destroyed Vehicle, immediately prior to any such loss.

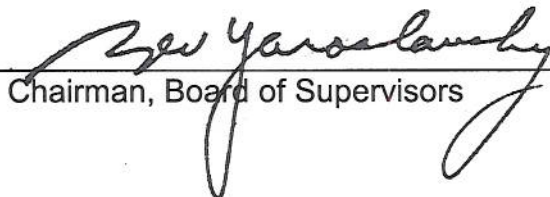
10. **Assignment:** COUNTY is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without prior written consent of City of Cerritos.

11. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a Bailment.

12. **Force Majeure or no Consequential Damages:** City of Cerritos shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, government restriction, or any cause beyond City of Cerritos' control. IN NO EVENT SHALL THE CITY OF CERRITOS BE LIABLE FOR ANY LOSS OR PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE LOSS, DELAY OR FAILURE OF DELIVERY, OR DEFECT OR FAILURE OF THE VEHICLE, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING, OR REPLACING THE SAME.

13. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Bailment Contract will be binding unless such modification is in writing, duly accepted, and executed by both parties.

## COUNTY OF LOS ANGELES

By   
Chairman, Board of Supervisors

Attest: Sachi A. Hamai  
Executive Officer-Clerk  
of the Board of Supervisors

City of Cerritos

By   
Deputy



By   
Art Gallucci, City Manager

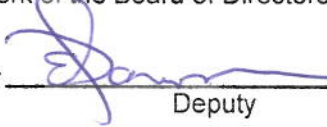
I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM BY  
COUNTY COUNSEL:

RAYMOND G. FORTNER

By   
Deputy County Counsel

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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JUL 31 2007

  
SACHI A. HAMAI  
EXECUTIVE OFFICER